

**FIRST AMENDMENT TO PURCHASE AGREEMENT
FOR TRANSIT CONCRETE MIX, SAND AND STONE (IFB-3044-02/GMG)**

THIS FIRST AMENDMENT is made and entered into this 3rd day of February, 2004 and is to that certain Agreement made and entered into on the 23rd day of August between **CENTRAL FLORIDA ENVIRONMENTAL CORP.**, whose address is 740 Florida Central Parkway, Suite 2032, Longwood, Florida 32750, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on August 23, 2003 for purchase of transit concrete mix, sand and stone; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibit "A" of the Agreement is amended by the addition of Exhibit "A" attached hereto, modifying designated materials costs.
2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Carolyn Cohen
DEPUTY CLERK

ATTEST.

David E. Stalow
DAVID STALOWY, Secretary

(CORPORATE SEAL)

CENTRAL FLORIDA ENVIRONMENTAL CORP.

By: David E. Stalow
DAVID STALOWY, President

Date: 2/2/04

WITNESSES:

Dina Spielman
Patti Crawford

SEMINOLE COUNTY, FLORIDA

By: Betsy Cohen
BETSY COHEN, Purchasing Supervisor

Date: 2/3/04

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

AC/lpk

1/28/04

1am-afb-3044

As authorized by Section 330.3,
Seminole County Administrative
Code.

Attachment:

Exhibit "A" -Rate Schedule



Gloria M. Garcia, CPPB
Senior Analyst
Seminole County

1-16-04

RE: IFB 3044 02 GMG Transit Concrete Mix

Dear Ms. Garcia;

This year there has been a price increase to the materials used in redi mix concrete.

Attached please find, the redi mix pick up price for CFE, Corp. in 2003 as compared to the new cost in 2004.

Redi mix batch plants that CFE uses to pick up the redi mix that is delivered to Seminole County job sites originates from either Tarmac or Ewell.

Please consider increasing our delivery unit price by the same increase amount CFE, Corp. is forced to pay.

The increase is \$2.50 cy.

Material	Current Rate	New Rate (requested)
2500 psi	\$68.50	\$71.00
3000 psi	\$69.50	\$72.00
3400 psi	\$70.50	\$73.00
3500 psi	\$71.50	\$74.00
3000 pea gravel	\$73.00	\$75.50

} + 2.50

There is no change requested for any other items. Just those mentioned above.

Respectfully Submitted,


David E. Stalowy

Central Florida Environmental, Corp.

740 Florida Central Parkway • Suite 2032 • Longwood, Florida 32750
Phone (407) 834-6115 • Fax (407) 834-6391

DEPARTMENT OF FISCAL SERVICES

PURCHASING & CONTRACTS DIVISION



October 11, 2002

TO: Central Florida Environmental Services, Inc.

FROM: Gloria M. García, CPPB
Senior Procurement Analyst

SUBJECT: IFB-3044-02/GG - Term Contract for Transit Concrete Mix,
Sand and Stone

AWARDED: May 24, 2002

AMENDMENT #1

Bid Response Form with Amended Items

Item #	Description	Qty.	Units	Unit Price	Extended Price
1.	57 Stone (price adjustment) (Group III – Line 2 FOB Sanford)	800	tons	\$18.10 *	\$14,480.00 *
2.	Diversion Charge	5	ea.	\$55.00	275.00

* Original Unit Price : \$19.75 for an annual contract decrease on line item of \$1,320.00

TOTAL AMENDMENT #1 (\$1,320.00 – 275.00) \$1,045.00

The undersigned accepts the revisions of the contract items stated herein, which will be incorporated to the scope of work and prices of the original agreement.

(Signature & Title)

10-12-02
Date

Central Florida Environmental Corporation

Summary of the Contract Pricing

Previous Annual Estimated Expenditure \$224,125.00
Add Amendment #1 (- 1,045.00)
Revised Annual Estimated Expenditure \$223,080.00

TERM CONTRACT FOR TRANSIT CONCRETE MIX, SAND AND STONE
PURCHASE AGREEMENT (IFB-3044-02/GMG)

THIS AGREEMENT is made and entered into this 23rd day of August, 2002, by and between **CENTRAL FLORIDA ENVIRONMENTAL CORP.** (Primary Supplier), duly authorized to conduct business in the State of Florida, whose address is 740 Florida Central Parkway, Longwood, Florida 32750, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to supply transit concrete mix, sand and stone for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of materials of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide transit concrete mix, sand and stone to the COUNTY and desires to provide materials according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish transit concrete mix, sand and stone as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required materials shall be specifically enumerated, described and depicted in the Purchase Orders authorizing purchase of the specific materials. This Agreement standing alone does not authorize the purchase of any materials or require the COUNTY to place any orders for materials.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cheryl Cobb
DEPUTY CLERK

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the materials authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the materials to be determined and shall state the dates for delivery of materials and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement

on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis" then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement including reimbursable expenses, shall not exceed the sum of TWO HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$224,125.00) per year.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Road Operations
177 Bush Loop
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of services required hereunder and, upon acceptance of the services by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to

violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

SECTION 17. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing

legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 18. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 19. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 20. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 21. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 22. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 23. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 24. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 26. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it

shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Road Operations
177 Bush Loop
Sanford, Florida 32773

FOR CONTRACTOR:

Central Florida Environmental Corp.
740 Florida Central Parkway
Longwood, Florida 32750

SECTION 27. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

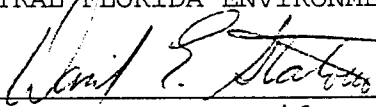
ATTEST:



DAVID STALOWY, Secretary

(CORPORATE SEAL)

CENTRAL FLORIDA ENVIRONMENTAL CORP.

By: 

DAVID STALOWY, President

Date: 8-21-02

WITNESSES:'

Lisa Spigerman

John H. Hill

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: [Signature]

RAY HOOPER, Purchasing Manager

Date: 8/23/02

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

[Signature]

County Attorney

AC/lpk
8/6/02
IFB-3044-PRIMARY

As authorized by Section 330.3,
Seminole County Administrative
Code.

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

Technical Specifications

1. **TRANSIT CONCRETE:** All ready mix transit concrete shall be a central plant mix which shall be pursuant to FDOT Section 345 and shall be in full accordance with the specified composition for each class of concrete, such as Class I (2500 PSI or 3000 PSI) concrete or Class II (3400 PSI or 3500 PSI) concrete which shall not exceed the FDOT specified limits on fly ash content or a similar suitable design mix as otherwise approved by the County on a project by project basis at the same price per cubic yard.
2. **PEA GRAVEL CONCRETE:** A 3000 PSI pump mix transit concrete which shall be a central plant mix which shall be pursuant to the general composition of FDOT Section 345 and shall utilize a 3/8" rock as a substitute for the standard grade aggregate which shall be a pumpable mix or a similar suitable pumpable design mix as otherwise approved by the County on a project by project basis at the same price per cubic yard.
3. **RIP RAP:** A fine aggregate and cement mixture in a sack pursuant to FDOT Section 530 with one cubic foot of sand and cement material per bag for an approximate total weight of 85 pounds per bag or a mix and sack type as otherwise approved by the County at the same price per cubic yard.
4. **FLOWABLE FILL:** A ready mix flowable transit material which shall be a central plant mix of low strength materials requiring no subsequent vibration or tamping to achieve consolidation, with a one cubic yard mixture consisting of 50 pounds of cement, 350 to 450 pounds of fly ash and 2400 to 2500 pounds of sand or a similar flowable design mix as otherwise approved by the County on a project by project basis at the same price per cubic yard.
5. **FIBERMESH OR EQUAL:** A 1-1/2 inch commercial fiber reinforcement which shall be supplied as an additive to standard FDOT transit concrete to control shrinkage and minimize minor cracking which shall be added to the concrete at the rate of 1-1/2 pounds per cubic yard or similar fiber type materials and design mix as otherwise approved by the County on a project by project basis at the same add-on price per cubic yard.
6. **HIGH EARLY STRENGTH CONCRETE:** A 1% or 2% early set concrete mixture pursuant to FDOT Section 245-3.3 for early strength concrete or the use of a low chloride additive mixture to produce an early set concrete as may be approved by the County on a project by project basis at the same add-on price per cubic yard.
7. **COMPOSITION CHANGES:** The County shall be notified of any and all changes in composition, additions of water and/or additive mixtures that differ from the FDOT and/or County specifications.
8. **57 STONE :** 57 stone shall conform with the Florida Department of Transportation's Standards for Road and Bridge Construction, 2000 edition Section 901-1 for coarse aggregate.

Technical Requirements – cont'd.

COMPLIANCE TO SPECIFICATIONS

If taking exception to specifications, explain in detail the differences between the material proposed and the material specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be on company letterhead, and attached to your bid. The County will determine if exceptions are acceptable. Failure to comply may result in disqualification of your bid.

Item	Technical Requirements																																
1.	<p>GENERAL COMPOSITION OF FDOT SECTION 902 FINE AGGREGATE</p> <p>a. Fine aggregate shall consist of natural silica sand, having hard, strong, durable particles.</p> <p>b. Sources of supply shall be approved by the County, with materials produced under the requirements of the FDOT Standard Operating Procedure for Evaluation, Approval and Control of Mineral Aggregate Sources for Silica Sand except as noted below.</p>																																
2.	<p>COMPOSITION OF FDOT 902-2 SILICA SAND FOR CONCRETE (also referred to as Concrete Sand and/or Regular Coarse Sand).</p> <p>Silica Sand shall be composed only of naturally occurring hard, strong, durable, uncoated grains of quartz, reasonably graded from coarse to fine, meeting the following requirements, in percent total weight:</p> <table><thead><tr><th></th><th>SIEVE</th><th>PERCENT RETAINED</th><th>PERCENT PASSING</th></tr></thead><tbody><tr><td>a.</td><td>No. 4</td><td>0 to 5</td><td>95 - 100</td></tr><tr><td>b.</td><td>No. 8</td><td>0 to 15</td><td>85 - 100</td></tr><tr><td>c.</td><td>No. 16</td><td>3 to 35</td><td>65 - 97</td></tr><tr><td>d.</td><td>No. 30</td><td>30 to 75</td><td>25 - 70</td></tr><tr><td>e.</td><td>No. 50</td><td>65 to 95</td><td>5 - 35</td></tr><tr><td>f.</td><td>No. 100</td><td>93 to 100</td><td>0 - 7</td></tr><tr><td>g.</td><td>No. 200</td><td>Min. 96</td><td>Max. 4</td></tr></tbody></table> <p>h. Silica sand from any one source, having a variation in Fineness Modulus greater than 0.20 either way from the Fineness Modulus of target gradations established by the producer, may be rejected.</p>		SIEVE	PERCENT RETAINED	PERCENT PASSING	a.	No. 4	0 to 5	95 - 100	b.	No. 8	0 to 15	85 - 100	c.	No. 16	3 to 35	65 - 97	d.	No. 30	30 to 75	25 - 70	e.	No. 50	65 to 95	5 - 35	f.	No. 100	93 to 100	0 - 7	g.	No. 200	Min. 96	Max. 4
	SIEVE	PERCENT RETAINED	PERCENT PASSING																														
a.	No. 4	0 to 5	95 - 100																														
b.	No. 8	0 to 15	85 - 100																														
c.	No. 16	3 to 35	65 - 97																														
d.	No. 30	30 to 75	25 - 70																														
e.	No. 50	65 to 95	5 - 35																														
f.	No. 100	93 to 100	0 - 7																														
g.	No. 200	Min. 96	Max. 4																														

Technical Requirements (cont'd.)

Item	Technical Requirement
3.	<p>COMPOSITION OF FDOT 902-4 FILTER SAND FOR UNDERDRAINS.</p> <p>a. Silica sand for use as filter material for Types I through IV Underdrains shall meet all requirements of FDOT Section 902-2 and FDOT Section 902-4.</p> <p>b. The aggregate shall be reasonably free of organic matter and other deleterious materials.</p> <p>c. The gradation requirements of FDOT Section 902-2.1 with no more than two percent shall be passing the No. 200 sieve.</p> <p>d. Filter material for Type V Underdrain shall meet the above requirements except that there shall be no more than one percent of silt, clay and organic matter.</p>
4.	<p>COMPOSITION OF 57 STONE</p> <p>a. 57 Stone shall consist of naturally occurring materials such as gravel, or resulting from the crushing of parent rock.</p> <p>b. The aggregate shall be reasonably free of organic matter and other deleterious materials.</p> <p>c. Aggregate shall conform to the gradation requirements of Table 1 of the Florida Department of Transportation's Standards for Road and Bridge Construction, 2000 edition Section 901-1.4 for Size No. 57</p>
5.	<p>BID SCHEDULE PRICING</p> <p>a. Bidder pricing shall include sand material, unit price per ton FOB plant and transportation charges as an add-on per ton delivered to two (2) locations in Seminole County: (1) Any Seminole County, Florida "job" site, and (2) the Five Points Operation Center located on U.S. Highway 17-92 south of Sanford, Florida.</p> <p>b. The County may purchase material F.O.B. plant and/or F.O.B. destination.</p> <p>c. Bidder pricing shall include transportation/trucking charges as an add-on cost per ton.</p> <p>d. The F.O.B. Plant location is the location from which Seminole County would pick up sand material directly without bidder provided trucking and/or Seminole County may contract separately for a trucking company of their choice to haul sand material from the F.O.B plant and/or pit location. Provide F.O.B. Plant Location, below. Provide nearest city, cross roads and full location narrative:</p>

This Page Must Be Completed and Returned with your Submittal

BID-RESPONSE FORM

C F E

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, FOB DESTINATION, with the following:

GROUP I - a / DELIVERED

ITEM	DESCRIPTION	EST QTY PER YEAR	UNITS	DELIVERED UNIT PRICE	TOTAL DELIVERED PRICE
001	2500 PSI Concrete FDOT Class I	600	cu. yds.	\$ 68.50	\$ 41,100.-
002	3000 PSI Concrete FDOT Class I	400	cu. yds.	\$ 69.50	\$ 27,800.-
003	3400 PSI Concrete FDOT Class II	1,000	cu. yds.	\$ 70.50	\$ 70,500.-
004	3500 PSI Concrete FDOT Class II	100	cu. yds.	\$ 71.50	\$ 7,150.-
005	3000 PSI Pea Gravel Concrete	100	cu. yds.	\$ 73.00	\$ 7,300.-
006	FDOT RIP RAP, Sand and Cement	100	bags	\$ 9.75	\$ 975.-
007	Flowable Fill	100	cu. yds.	\$ 66.00	\$ 6,600.-
008	Fiber Mesh (add-on cost/cu. yd.)	100	cu. yds.	\$ 10.00	\$ 1,000.-
009	1% High Early Concrete (add-on cost/cu. yd.)	100	cu. yds.	\$ 5.00	\$ 500.-
010	2% High Early Concrete (add-on cost/cu. yd.)	100	cu. yds.	\$ 8.50	\$ 850.-
011	Load Charge for orders under 5 cu. yds., includes standard 50 minute wait time	20	each	\$ 70.00	\$ 1,400.-
012	Wait Time in excess of 10 min. per cu. yd. after standard 50 minute wait time	100	min.	\$ 1.00	\$ 100.-
TOTAL GROUP I - a					\$ 165,275.00

GROUP I - b / PICKED UP AT PLANT

ITEM	DESCRIPTION	EST QTY PER YEAR	UNITS	PICKED UP At Plant UNIT PRICE	TOTAL PICKED UP PRICE
001	2500 PSI Concrete FDOT Class I	600	cu. yds.	\$	\$
002	3000 PSI Concrete FDOT Class I	400	cu. yds.	\$	\$
003	3400 PSI Concrete FDOT Class II	1,000	cu. yds.	\$	\$
004	3500 PSI Concrete FDOT Class II	100	cu. yds.	\$	\$
005	3000 PSI Pea Gravel Concrete	100	cu. yds.	\$	\$
006	FDOT RIP RAP, Sand and Cement	100	bags	\$	\$
007	Flowable Fill	100	cu. yds.	\$	\$
008	Fiber Mesh (add-on cost/cu. yd.)	100	cu. yds.	\$	\$
009	1% High Early Concrete (add-on cost/cu. yd.)	100	cu. yds.	\$	\$
010	2% High Early Concrete (add-on cost/cu. yd.)	100	cu. yds.	\$	\$
011	Load Charge for orders under 5 cu. yds., includes standard 50 minute wait time	20	each	\$	\$
012	Wait Time in excess of 10 min. per cu. yd. after standard 50 minute wait time	100	min.	\$	\$
TOTAL GROUP I - b					\$ No Bid

CFE

COUP II

Silica Sand for Concrete (also referred to as Concrete Sand and/or Regular Coarse Sand)

FOB JOB SITE

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB plant	TRUCKING CHARGE		TOTAL F.O.B. JOB SITE	ESTIMATED ANNUAL F.O.B. JOB SITE
1a	F.O.B. Job Site FDOT 902-2 Silica Sand for Concrete	400 /ton	\$ <u>6.75</u> /ton	+ <u>6.75</u> /ton	=	\$ <u>13.50</u> /ton	\$ <u>5400.-</u>

FOB SANFORD

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB Sanford	TRUCKING CHARGE		TOTAL F.O.B. SANFORD	ESTIMATED ANNUAL F.O.B. SANFORD
1b	F.O.B. Sanford FDOT 902-2 Silica Sand for Concrete	400 /ton	\$ <u>6.75</u> /ton	+ <u>5.75</u> /ton	=	\$ <u>12.50</u> /ton	\$ <u>5000.-</u>

PICKED UP AT PLANT

ITEM#	DESCRIPTION	EST QTY Per Year	PICKED UP AT PLANT	ESTIMATED ANNUAL F.O.B. SANFORD
1c	FDOT 902-2 Silica Sand for Concrete	400 /ton	\$ <u>N/B</u> /ton	\$ <u>N/B</u>

2. FDOT Section 902-4 Filter Sand for Underdrains.

FOB JOB SITE

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB plant	TRUCKING CHARGE		TOTAL F.O.B. JOB SITE	ESTIMATED ANNUAL F.O.B. JOB SITE
1a	F.O.B. Job Site FDOT 902-4 Silica Sand for underdrains	1000 /ton	\$ <u>7.-</u> /ton	+ <u>7.75</u> /ton	=	\$ <u>14.75</u> /ton	\$ <u>14,750.-</u>

FOB SANFORD

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB Sanford	TRUCKING CHARGE		TOTAL F.O.B. SANFORD	ESTIMATED ANNUAL F.O.B. SANFORD
1b	F.O.B. Sanford FDOT 902-4 Silica Sand for underdrains	1000 /ton	\$ <u>7.-</u> /ton	+ <u>6.75</u> /ton	=	\$ <u>13.75</u> /ton	\$ <u>13,750.-</u>

C F E

PICKED UP AT PLANT

ITEM#	DESCRIPTION	EST QTY Per Year	PICKED UP AT PLANT	ESTIMATED ANNUAL FOB SANFORD
1c	FDOT 902-4 Silica Sand for underdrains	1,000/ton	\$ <u>N/B</u> /ton	\$ <u>N/B</u>

ROUP III

7 STONE

FOB JOB SITE

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB plant	TRUCKING CHARGE	TOTAL F.O.B. JOB SITE	ESTIMATED ANNUAL FOB JOB SITE
1a	F.O.B. Job Site FDOT 901-1 57 Stone	200 /ton	\$14.25/ton	+ 6.50/ton =	\$20.75 /ton	\$ 4150.-

FOB SANFORD

ITEM#	DESCRIPTION	EST QTY Per Year	UNIT FOB Sanford	TRUCKING CHARGE	TOTAL F.O.B. SANFORD	ESTIMATED ANNUAL FOB SANFORD
1b	F.O.B. Sanford FDOT 901-1 57 Stone	800 /ton	\$14.25/ton	+ 5.50/ton =	\$19.75 /ton	\$ 15,800.-

PICKED UP AT PLANT

ITEM#	DESCRIPTION	PICKED UP AT PLANT	ESTIMATED ANNUAL FOB SANFORD
1c	FDOT 902-2 Silica Sand for Concrete <u>STONE</u>	\$ <u>N/B</u> /ton	\$ <u>N/B</u>

(Company) Name: <u>Central Florida Environmental Corp.</u>		F. E. I. N. or SS Number: <u>59-3072378</u>	
Mailing Address: <u>740 Fl. Central Pkwy</u>		Street Address: <u>740 Fl. Central Pkwy</u>	
City, State, Zip: <u>Longwood, Fl. 32750</u>		City, State, Zip: <u>Longwood, Fl. 32750</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder. X <u>David E. Stalowy</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>Florida</u> Year: <u>'91</u>			
Telephone Number: <u>(407) 834 6115</u>		Typed or Printed Name: <u>David E. Stalowy</u>	
Toll Free Telephone Number: <u>(800)</u>		Title: <u>pres.</u>	
Fax Number: <u>(407) 834 6391</u>		Delivery in <u>when required</u> days, ARO	Payment Terms: <u>Net 30</u>
O.B.: DESTINATION <u>As Required</u>		Bid Security is attached, when required, in the amount of: \$ <u>N/A</u>	

This Form Must Be Completed and Returned with your Submittal

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

P.O. NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TYPE OF ORDER

ORDER DATE

REQ. NUMBER

BUYER

BID NUMBER

VENDOR NUMBER

DEPT/DIV. COST CENTER

PROJECT NUMBER

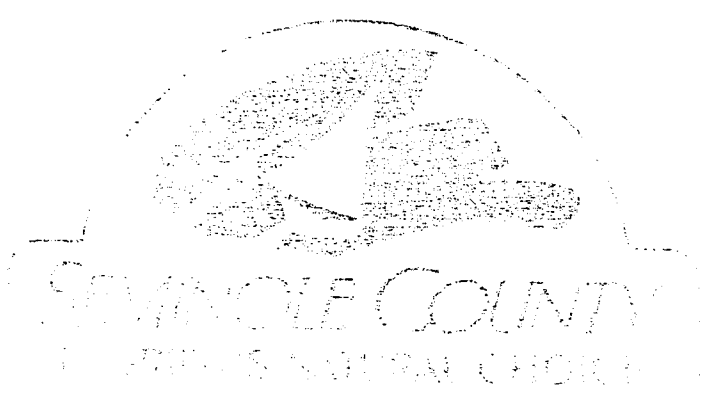
FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

VENDOR PHONE #

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
					

REQUESTING

CONTACT
PERSON

TOTAL AMOUNT \$

SHIPMENTS ARE CONSIDERED TO BE PREPAID. F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 9080

SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS